No. 85-1529

Supreme Court, U.S.
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In the Supreme Court of the United States

October Term, 1985

GRUMMAN AEROSPACE CORPORATION,
Petitioner,

v.

EDWIN LEES SHAW, As Personal Representative of the Estate of Gary Scott Shaw, Deceased,
Respondent.

ON PETITION FOR WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE ELEVENTH CIRCUIT

BRIEF AMICI CURIAE

Of Bell Helicopter Textron, Inc., General Dynamics Corporation, Lockheed Corporation, LTV Aerospace and Defense Company, McDonnell Douglas Corporation, Northrop Corporation, Rockwell International Corporation, United Technologies Corporation, Aerospace Industries Association of America, Inc., Electronic Industries Association, National Security Industrial Association and Shipbuilders Council of America in Support of Petition

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The amici curiae listed above file this brief pursuant to Rule 36.1 of the Rules of this Court. All parties have consented to the filing of this brief.

INTEREST OF AMICI CURIAE

Amici are eight corporations that are engaged in the manufacture of military weapons systems and four industry trade associations that collectively represent virtually every American manufacturer of military weapons systems used for national defense.[1] The members of the four trade associations have manufactured thousands of different military weapons systems, including aircraft, helicopters, naval vessels, amphibious vehicles, and armored weapons for branches of the United States military.

The eight corporate amici are among the major suppliers of military aircraft weapons systems used by the United States military. Approximately 80% of all military aircraft currently in the service of the United States military have been manufactured by amici. During the five year period 1980-1984, the eight corporate amici manufactured and delivered 3783 military aircraft to the United States military, or approximately 71% of all military aircraft weapons systems manufactured and delivered during that period. If petitioner Grumman's production is included, the number is increased to 78%.[2]

Amici work closely with the United States military in the development, design, and manufacture of military weapons for specific military missions. Prior to the decision of the Eleventh Circuit below, the courts of appeals had adopted an essentially uniform standard for the application of the military contractor defense. The Eleventh Circuit's decision deviates radically from that standard, however, and thereby raises serious questions about the

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1. A listing of the members of the four industry trade associations that are amici is attached as an Appendix.

2. The statistics cited are drawn from: International Institute for Strategic Studies, *The Military Balance 1985-1986* (1985).

ability of amici to produce weapons systems that address the needs of the military without incurring potential civil liability for injuries to servicemen resulting from alleged design defects. Accordingly, amici have a direct and substantial interest in the outcome of this action.

The activities of amici in designing and manufacturing military weapons systems are directly and substantially related to the national defense of the United States. These weapons systems are frequently transported great distances and may be deployed by the military at any location. Moreover, after delivery of the weapons systems to the military, amici have virtually no ability to influence the deployment, use, modification, or repair of the weapons systems by the military. As the law now stands, amici are subject to different standards for the military contractor defense based solely on the fortuity of where an accident occurs or where a suit is brought. Accordingly, amici have a direct and substantial interest in the articulation of a uniform national standard for application of the military contractor defense.

SUMMARY OF ARGUMENT

This case presents the question of whether the constitutional doctrine of separation of powers is violated when the judiciary second-guesses decisions of the United States military regarding the design and selection of weapons systems. The Eleventh Circuit's decision creates a direct conflict in the circuits on this issue and would endanger the close working relationship between the military and the manufacturers of weapons systems that is essential to the preservation and advancement of national defense.

The equipping of the United States military with military weapons systems has immediate and direct impact

upon the national defense. As such, "[t]he relationship between the Government and its suppliers of ordnance is . . . distinctively federal in character . . . ." *Stencel Aero Enginering Corp. v. United States*, 431 U.S. 666, 672 (1977). Within the federal system, "[t]he complex, subtle, and professional decisions as to the composition, training, equipping, and control of a military force are essentially professional military judgments, subject *always* to civilian control of the Legislative and Executive Branches." *Gilligan v. Morgan*, 413 U.S. 1, 10 (1973) (emphasis original). Under the separation of powers doctrine, "judges are not given the task of running the Army." *Orloff v. Willoughby*, 345 U.S. 83, 93 (1953).

The military contractor defense has evolved as a recognition by the federal courts that separation of powers principles preclude judicial evaluation of military decisions regarding the design and selection of weapons. The Third, Fifth, Seventh, and Ninth Circuits have embraced an essentially uniform standard for application of this defense, based largely upon the decision in *McKay v. Rockwell International Corp.*, 704 F.2d 444 (9th Cir. 1983), *cert. denied*, 464 U.S. 1043 (1984). The Eleventh Circuit's decision in this case, however, admittedly "turn[s] the assumption behind the *McKay* test on its head." *Shaw v. Grumann Aerospace Corp.*, 778 F.2d 736, 746 (11th Cir. 1985), *petition for cert. filed*, No. 85-1529 (Mar. 17, 1986). The Eleventh Circuit has adopted a markedly different standard for the defense and has thereby exposed military contractors to the unreasonable prospect of being subjected to different standards for the military contractor defense depending upon the location of an accident or the situs of litigation, despite the "distinctively federal" character of the relationship between the military contractor and the military.

In addition to constituting a radical departure from the decisions of all other courts of appeals, the *Shaw* test for the military contractor defense is unworkable and undermines the separation of powers doctrine upon which it is based. The first element of this alternative standard requires the contractor to demonstrate that it "participated only minimally" in the design of the weapons system, *Shaw*, 778 F.2d at 746, a requirement that is virtually impossible to satisfy given the reality of modern weapons systems design and procurement. The second element of the test requires the court to evaluate the contractor's advice and warnings to the military, taking "into account evidence that goes to the military's own level of relevant knowledge and expertise", *id.*, and further to evaluate the nature of the military's approval of the design. *Id.* In this manner, the *Shaw* test virtually mandates that the courts engage in precisely the type of detailed scrutiny of military decisions that the separation of powers doctrine precludes by allowing plaintiffs to hale military officers into court to testify about the military decision-making process.

Amici respectfully submit that this Court should grant the Petition for Writ of Certiorari in order to establish a uniform and workable standard for application of the military contractor defense.

REASONS FOR GRANTING THE WRIT

I. NATIONAL DEFENSE INTERESTS REQUIRE A UNIFORM STANDARD FOR THE MILITARY CONTRACTOR DEFENSE.

A primary tenet of American national defense in the forty years since World War II has been the maintenance of a balance of power throughout the world. The development, design, and deployment of state-of-the-art weapons systems have been, and remain, vital aspects of this national defense strategy. As the boundaries of scientific knowledge expand, "the United States is required by the exigencies of our defense effort to push technology towards its limits and thereby to incur risks beyond those that would be acceptable for ordinary consumer goods." *McKay v. Rockwell International Corp.*, 704 F.2d 444, 449-50 (9th Cir. 1983), *cert. denied*, 464 U.S. 1043 (1984).[3]

In recent years, the federal courts have recognized that the separation of powers doctrine sharply limits their power to scrutinize the military's decisions regarding the design of weapons systems. Every court of appeals that has considered the question has recognized that a military contractor defense exists and that, if a manufacturer of a military weapons system can establish certain facts regarding the military's role in the design or approval of the weapons system, the federal courts must not second-guess the military's design decisions. *See McKay v. Rockwell In-*

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3. In recent years, the military's need to "push technology towards its limits" has resulted in dramatic new weapons systems, such as the cruise missile and aircraft capable of vertical take-off and landing. Other weapons systems currently under consideration and development, such as the highly publicized Strategic Defense Initiative, or "Star Wars" program, and the "Stealth" bomber, will continue to expand the boundaries of technology.

ternational Corp., 704 F.2d at 449; *Koutsoubos v. Boeing Vertol*, 755 F.2d 352, 354-55 (3d Cir.), *cert. denied*, 106 S. Ct. 72 (1985); *Tillett v. J.I. Case*, 756 F.2d 591, 597 (7th Cir. 1985); *In Re Air Crash Disaster at Mannheim, Germany*, 769 F.2d 115, 121 (3d Cir. 1985), *cert. denied*, 106 S. Ct. 851 (1986); *Bynum v. FMC Corp.*, 770 F.2d 556, 565 (5th Cir. 1985); *Shaw v. Grumman Aerospace Corp.*, 778 F.2d at 742. In essence, these cases rest upon the recognition that "[t]he complex, subtle, and professional decisions as to the composition, training, equipping, and control of a military force are essentially professional military judgments, subject *always* to civilian control of the Legislative and Executive Branches." *Gilligan v. Morgan*, 413 U.S. 1, 10 (1973) (emphasis original); *see also Rostker v. Goldberg*, 453 U.S. 57, 64-66 (1981).[4] Indeed, the Eleventh Circuit's decision in this case recognizes that the military contractor defense is based on the fact that "the military must be free to decide that the risk of accident or injury to servicemen from a design defect in the equipment it orders is a risk that it is willing to take—without judicial interference." *Shaw*, 778 F.2d at 742.

Yet, while the Eleventh Circuit recognized the existence of the military contractor defense, it "frame[d] that defense and the rationale behind it somewhat differently from other circuits that have considered this question." *Id.* at 738. Rather than adopting the standard for the defense that was initially developed by the Ninth Circuit in *McKay*, and subsequently adopted in large part by the Third, Fifth, and Seventh Circuits, the Eleventh Circuit elected to formulate a test that operates "to turn the as-

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4. In *Rostker*, this Court reaffirmed the broad deference to be afforded military decisions: "The case arises in the context of Congress' authority over national defense and military affairs, and perhaps in no other area has the Court accorded Congress greater deference." 453 U.S. at 64-65.

sumption behind the *McKay* test on its head." 778 F.2d at 746. As explained below, application of the *Shaw* test will necessarily result in subjective judicial evaluation of military decisions, in direct contrast with the standard adopted by other courts of appeals. (*See* Section II, *infra*).

This clear split among the courts of appeals as to the scope of the military contractor defense has national significance. Because of the critical importance of the timely development and advancement of weapons systems to the national defense, the federal courts have long recognized that "[t]he relationship between the Government and its suppliers of ordnance is . . . distinctively federal in character. . . ." *Stencel Aero Engineering Corp. v. United States*, 431 U.S. 666, 672 (1977). The national scope of our defense effort means, of course, that weapons systems must be subject to deployment throughout the nation, and indeed throughout the world.

> The Armed Services perform a unique, nationwide function of protecting the security of the United States. To that end military authorities frequently move large numbers of men, and large quantities of equipment, from one end of the continent to the other, and beyond.

Stencel, 431 U.S. at 672.

As manufacturers of military weapons systems, such as the Grumman KA-6D aircraft[5] involved in this case, amici work closely with the United States military in developing and designing weapons systems that are critical to our national defense efforts. In this regard, amici deal with *national* representatives and work to meet *national* needs, not localized concerns. In his recent State

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5. The KA-6D is the tanker version of the U.S. Navy's A-6 jet attack aircraft weapons system.

of the Union Address, President Reagan recognized this "distinctively federal" nature of national defense:

> Defense is not just another budget expense. Keeping America strong, free, and at peace *is solely the responsibility of the Federal Government;* it is Government's prime responsibility.

132 *Cong. Rec.* 14,321 (1986) (emphasis added).

The Grumman A-6 jet attack aircraft exemplifies the extremely broad-based national considerations that affect the design of weapons systems. The military mission statement for the A-6 required an "all-weather, low-altitude, carrier-based, attack airplane" capable of meeting "U.S. Navy design criteria . . . for use in arctic and cold weather as well as tropic and desert areas." (R. 334).[6] Further, after a weapons system is manufactured and delivered to the military, the weapons system must be available for use wherever the military determines that it is required. The A-6, for example, has seen service everywhere that the United States Navy's aircraft carriers patrol, including extensive service in Vietnam. Most recently, the A-6 family of aircraft "played vital roles throughout the engagement" in the Gulf of Sidra.[7]

Under these facts, "it makes no sense to permit the fortuity of the situs" of an accident to affect the liability of a contractor to an injured serviceman. *Stencel Aero Engineering Corp. v. United States,* 431 U.S. at 672; *see Feres v. United States,* 340 U.S. 135, 143 (1950). Weapons

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6. Citations to the Record on Appeal before the Eleventh Circuit are denoted "R. ....." and citations to the trial transcript are denoted "T. ....."

7. "Navy Used New Electronic Tactics on Libya That Protected Pilots," *New York Times,* Mar. 28, 1986, at 6, col. 1 (national ed.).

systems are created to meet national needs and are designed in accordance with national standards set by the United States military. Justice requires that a national standard should also be employed in determining whether a military contractor should be insulated from liability for design defects in weapons systems approved and selected for use by the United States military.

Beyond this, however, lie the needs of national defense. It simply makes no sense to allow varying judicial standards for application of the military contractor defense to influence the development, design and advancement of weapons systems required by the military. Faced with varying standards, manufacturers of weapons systems will be forced to adjust their conduct to meet the most restrictive test to which they might be subjected, a result that will seriously impede national defense. For example, meeting the Eleventh Circuit's test for the military contractor defense would require amici *either* to refuse to participate in the design of weapons systems[8] *or* to question the military's stated needs and the expertise of military officers to make or approve design decisions.[9] Obviously, either result would greatly erode the relationship between the military and the manufacturers of weapons systems and would thereby impede the development, design, and advancement of new weapons systems. Thus, because of the national importance of the issues raised by the decision below and the need for a uniform standard for the military contractor defense, this Court should grant the Petition.

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8. While the *Shaw* test would theoretically allow "minimal" participation in the design of a weapons system, a military contractor could never know what level of participation would meet this test.

9. *See* Section II, *infra*.

II. THE SHAW TEST FOR THE MILITARY CONTRACTOR DEFENSE IS UNWORKABLE AND VIOLATES THE SEPARATION OF POWERS DOCTRINE.

The development of sophisticated weapons systems to maintain and improve our national defense requires the active participation of amici in design decisions.[10] The Eleventh Circuit's decision threatens this participation and, thereby, will retard technological improvements in weapons systems. Moreover, the Eleventh Circuit's decision injects the judiciary directly into the process of evaluating the wisdom of military decisions and thereby violates the doctrine of separation of powers.

In its opinion below, the Eleventh Circuit established a radical and unworkable test for application of the military contractor defense:

> A contractor may escape liability only if it affirmatively proves: (1) that it did not participate, or participated only minimally, in the design of those products or parts of products shown to be defective; *or* (2) that it timely warned the military of the risks of the design and notified it of alternative designs reasonably known by the contractor, *and* that the military, although forewarned, clearly authorized the contractor to proceed with the dangerous design.

778 F.2d at 746 (emphasis original). The first element of this test simply ignores the reality of modern weapons systems development, design, and procurement. The sec-

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10. The government's Strategic Defense Initiative, for example, contemplates detailed cooperation between private industry and the United States military in many areas, including laser technology, microwave devices, computer software and hardware, and other areas.

ond element requires precisely the type of detailed judicial evaluations of military determinations that the separation of powers doctrine prohibits.

The requirement that a contractor demonstrate that "it did not participate, or participated only minimally," in the design of a weapons system ignores the way in which a modern weapons system is typically designed and procured. A sophisticated weapons system evolves as the result of a "continuous back-and-forth" between the contractor and the military service. *See Koutsoubos v. Boeing Vertol,* 755 F.2d 352, 355 (3d Cir.), *cert. denied,* 106 S. Ct. 72 (1985). The exchange of concepts, proposals, drawings, test results, and in-service experience between the military and the contractor throughout the design process is essential if the new system is to mesh the latest technology with the needs of the military.

The record in this case reflects the process that is typical of the evolution of an effective and sophisticated weapons system. That process generally includes the following steps:

(1) *Proposal phase*: The military recognizes its need for a new weapons system and provides operational requirements for a proposed system. (T.III-4). After interested contractors submit proposals (including technical and performance information, cost estimates, and production schedules), the military selects one contractor to continue. (T.III-4-5).

(2) *Precontract phase*: The contractor and the military agree upon the detail specifications for the weapons system (T.III-6) and upon the tests by which the weapons system is to be evaluated.

(T.III-11). The contractor may not deviate from the approved spscifications without the express permission of the military. (T.III-12).

(3) *Postcontract phase*: The contractor submits schematic and detail drawings identifying every part to be used in the weapons system and reflecting the proposed assembly, installation, and operation of the system. (T.III-12-14). The military reviews the drawings and either approves the plans or requires changes. (T.III-17).

(4) *Production and testing of prototypes*: After approval of the plans, several prototypes of the weapons system are produced for testing and evaluation. (T.III-18-19). If the prototypes do not pass all tests, the contractor and the military review any areas of deficiency and decide upon the changes to be incorporated in the production contract. (T.III-20). The military is the final arbiter of whether the weapons system complies with the specifications and whether it will be accepted for service. (T.III-120, 137).

(5) *Production and deployment*: The weapons system enters active production and, after acceptance by the military, is placed into service.

In summary, the development of a modern weapons system requires a "continuous back-and-forth" between the military and the manufacturer, a process that is vital to insuring that the military mission of the weapons system is realized. Not only does the first element of the *Shaw* test overlook the importance of this detailed interaction, but, more importantly, it actually provides a direct incentive for manufacturers not to participate in the design process, a result that would unquestionably harm

the nation's defense by requiring the military to perform all design functions by itself.

The second element of the *Shaw* test is even more dangerous than the first. The Eleventh Circuit's test does not contemplate an *objective* test for determining whether the military in fact approved the design after learning of design risks. Instead, the Eleventh Circuit expressly held that "[a]uthorization . . . must be knowing", 778 F.2d at 746, and that a "blanket product approval from the government" is not sufficient. *Id.* at 746 n. 18. Indeed, the Eleventh Circuit stated that "the court may take into account evidence that goes to the military's own level of relevant knowledge and expertise." *Id.* at 746.

Thus, the Eleventh Circuit's test would require a district court to evaluate not only whether the military *actually* approved a weapons system's design but also whether it *should have* approved the design at all. If the court considers a design defective, it can simply disregard the *fact* of military approval by concluding that the military lacked sufficient knowledge and expertise to make a "knowing" assessment of the risks. Indeed, in this case, the Eleventh Circuit used this very test to decide that "the Navy did not have sufficient expertise" to appreciate the risks involved in the flight control system of the Grumman A-6. *Shaw*, 778 F.2d at 747.

The practical implications of this test are staggering. A contractor asserting the military contractor defense under the *Shaw* test will be required to prove not only that the military approved a design, but also that the military's representatives were in fact competent to give such approval. On the other hand, the plaintiff—an injured serviceman or his representative—is provided with a direct incentive to challenge the "military's own level of rele-

vant knowledge and expertise" in order to invalidate approval of the design. *See Id.* at 746.

The specter of military officers being called into a civilian court and subjected to detailed cross-examination as to their "relevant knowledge and expertise" regarding design decisions is certainly not contemplated by the Constitution. Indeed, this Court has recognized that "[t]he military constitutes a specialized community governed by a separate discipline from that of the civilian," and that "[o]rderly government requires that the judiciary be as scrupulous not to interfere with legitimate Army matters as the Army must be scrupulous not to intervene in judicial matters." *Orloff v. Willoughby,* 345 U.S. 83, 94 (1953). Under the Eleventh Circuit's test, however, this type of detailed examination of military officers is encouraged and the civilian courts would be placed in precisely the role of second-guessing military judgments that is precluded by the separation of powers doctrine. As this Court reaffirmed in *United States v. Shearer,* 105 S. Ct. 3039 (1985):

> To permit this type of suit would mean that commanding officers would have to stand prepared to convince a civilian court of the wisdom of a wide range of military and disciplinary decisions . . . . But as we noted in *Chappell v. Wallace,* such " 'complex, subtle, and professional decisions as to the composition, training, [equipping,] and control of a military force are essentially professional military judgments.' "

105 S. Ct. at 3044 (quoting *Chappell v. Wallace,* 462 U.S. 296, 302 (1983), and *Gilligan v. Morgan,* 413 U.S. 1, 10 (1973)). *Shearer* held that, even though the action there did not involve broad military policy, it was among "the *type* of claims that, if generally permitted, would involve

the judiciary in sensitive military affairs at the expense of military discipline and effectiveness." *Id.* (Emphasis original). Challenges to the design of a weapons system also involve decisions of command, and the Eleventh Circuit's test for the military contractor defense virtually mandates that the federal courts invade this uniquely military province.

The *Shaw* test is also flawed because it focuses on whether the contractor advised the military about risks and design alternatives that "reasonably ought to be known given good design practice in the industry." *Shaw*, 778 F.2d at 746. Through this test the Eleventh Circuit again shifts the focus of inquiry away from the objective standards of whether the military in fact approved the design and whether the contractor in fact advised the military of dangers that were actually known to it. Instead, the focus becomes a subjective test of whether the contractor *should have* known of dangers and alternative designs and whether the military *should have* been given this knowledge. As stated earlier, in making this determination the trial court is empowered to consider the military's own level of knoweldge and expertise in assessing "[w]hether the contractor's counsel on these matters is sufficiently specific and complete to permit an informed decision on the part of the military . . . ." *Id.* Thus, the court would be forced to reconstruct the military chain of command and decision-making process for design decisions that may have occurred many years before.[11]

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11. The Grumman A-6 was designed in the late 1950's. The trial in the district court occurred in 1983. The United States Navy is continuing to order the A-6 for use in 1986 and has requested funds for additional purchases in 1987. "Fiscal 1987 Major Weapon System Spending Detailed by Military Services", *Aviation Week & Space Technology*, Feb. 17, 1986, at 116.

It is, of course, no answer to this judicial intrusion into military affairs to assert, as the Eleventh Circuit did in its opinion below, that the courts will not violate the separation of powers doctrine in applying the *Shaw* test. The military chooses its weapons systems subject to the review and approval of the Executive Branch and Congress. To allow judicial review of these military judgments through the guise of assessing the "relevant knowledge and expertise" of the military is inconsistent with the constitutional separation of powers doctrine. In *Rostker v. Goldberg*, 453 U.S. 57 (1981), this Court explained:

> Although the District Court stressed that it was not intruding on military questions, its opinion was based on assessments of military need and flexibility in a time of mobilization. . . . It would be blinking reality to say that our precedents requiring deference to Congress in military affairs are not implicated by the present case.

Id. at 68-69 (citation and footnote omitted). In the present case, the lip service that is paid to the separation of powers doctrine in the *Shaw* decision is belied by the very test that the *Shaw* opinion adopts for the military contractor defense.

In summary, the test for the military contractor defense articulated in *Shaw* runs contrary to the principles of separation of powers. Rather than insuring that the military will "be free to decide that the risk of accident or injury from a design defect in the equipment it orders is a risk that it is willing to take—without judicial interference," 778 F.2d at 742, the *Shaw* test directly injects the judiciary into that military decision-making process.

CONCLUSION

The design of military weapons systems is a matter of national significance and should be governed by a uniform national standard. The decision of the Eleventh Circuit not only creates a deep rift in the circuits on the standard for the military contractor defense, but also undermines the separation of powers doctrine on which the defense primarily rests. Amici respectfully submit that, for these reasons, the Petition for Writ of Certiorari should be granted.

Respectfully submitted,

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APPENDIX

The members of the respective trade association amici are:

AEROSPACE INDUSTRIES ASSOCIATION OF AMERICA, INC.

Members

Aerojet General
Aeronca, Inc.
Allied-Signal Inc.
  Bendix Aerospace Sector
  The Garrett Corporation
Aluminum Company of America
The Boeing Company
Celion Carbon Fibers
  A Division of Celanese Corporation
Colt Industries Inc.
  Chandler Evans Inc.
  Menasco Inc.
  Delevan Corporation
Criton Technologies
E-Systems, Inc.
Ex-Cell-O Corporation
FMC Corporation
Gates Learjet Corporation
General Dynamics Corporation
General Electric Company
General Motors Corporation
  Allison Gas Turbine Division
The BF Goodrich Company
Goodyear Aerospace Corporation
Grumman Corporation
Hercules Incorporated

Honeywell Inc.
Hughes Aircraft Company
IBM Corporation
  Federal Systems Division
IC Industries
  Pneumo Corporation
    Cleveland Pneumatic Company
    National Water Lift Company
  Abex Corporation
ITT Defense Space Group
  ITT Aerospace/Optical Division
  ITT Avionics Division
  ITT Defense Communications Division
  ITT Federal Electric Corporation
  ITT Gilfillan
Kaman Aerospace Corporation
Lear Siegler, Inc.
Lockheed Corporation
LTV Aerospace and Defense Company
The Marquardt Company
Martin Marietta Aerospace
McDonnell Douglas Corporation
Morton Thiokol, Inc.
Northrop Corporation
Parker Hannifin Corporation
Precision Castparts Corporation
Raytheon Company
RCA Corporation
Rockwell International Corporation
Rohr Industries, Inc.
The Singer Company
Sperry Corporation
Sundstrand Corporation
Teledyne CAE

Textron Inc.
  Avco Textron
  Bell Aerospace Textron
  Bell Helicopter Textron
  HR Textron Inc.
TRW Inc.
United Technologies Corporation
Western Gear Corporation
Westinghouse Electric Corporation
  Energy & Advanced Technology Group
Zimmerman Holdings Inc.

Affiliates

Associated Aerospace Activities, Inc.
British Aerospace Inc.
Commerce Overseas Corporation
Eastern Aircraft Corporation
National Credit Office, Inc.
U.S. Aviation Underwriters, Inc.

ELECTRONIC INDUSTRIES ASSOCIATION

Government Division Membership
AAI Corporation
AT&T Technology Systems
Aerojet ElectroSystems
Aerojet Ordnance
Aerojet TechSystems
Allied Corp/Bendix Aerospace
Ball Aerospace Systems Div.
Battelle Memorial Institute
BDM International Inc.
The Boeing Company
Brunswick Corp.

Cincinnati Electronics Corp.
Computer Sciences Corp.
Contel Network and Systems
Control Data Corporation
Cray Research, Inc.
Cubic Corporation
Emerson Electric Company
E-Systems, Inc.
FMC Corporation
Fairchild Communications & Electronics
Ford Aerospace & Communications
General Dynamics Corporation
General Electric Company
Gould, Inc.
Grumman Corp.
GTE Government Systems Group
Hamilton Standard Digital Systems
Hazeltine Corp.
Honeywell, Inc.
Hughes Aircraft Co.
ILC Data Device Corp.
ITT/Defense Space Group
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